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UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF NEVADA

THEODORE MORRISON, TERESA EGYPT, and PATRICIA HOHBEIN,

Plaintiffs,

vs.

CITY OF LAS VEGAS, a political subdivision of the State of Nevada, DAVID ROARK an individual, PRIORITY ONE COMMERCIAL, a Nevada Corporation, CYNTHIA INMAN, an individual, NINYO & MOORE, GEOTECHNICAL CONSULTANTS, a California Corporation, GEORGE MORRIS, an individual, CST ENVIRONMENTAL INC., a California Corporation, WEAVER CONSTRUCTION INC., a Nevada Corporation, INDUSTRIAL SUPPORT TECHNOLOGISTS, a California Corporation, LVI ENVIRONMENTAL SERVICES INC., a California Corporation, ALPHA OMEGA STRATEGIES, INC a Nevada Corporation, MICHAEL J. McDONALD, an individual, DOE HOMEOWNERS' ASSOCIATIONS 1-10, ROE HOMEOWNERS' ASSOCIATION BOARD MEMBERS 1-20, ROE CITY EMPLOYEES 1-20, DOE CORPORATIONS 1-20, and ROE INDIVIDUALS 1-20

Defendants.

Case No.: CV-S-05-0529-JCM(LRL)

THIRD AMENDED COMPLAINT IN INVERSE CONDEMNATION, VIOLATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, BREACH OF CONTRACT, NEGLIGENCE, FALSE IMPRISONMENT, TRESPASS, NUISANCE, INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS, CONVERSION, INJUNCTIVE RELIEF, CIVIL RIGHTS VIOLATIONS, AND CONSPIRACY

Jury Trial Demanded

Arbitration Exempt:
Action Concerning Title to Real Estate

3

COMES NOW PLAINTIFFS, THEODORE MORRISON, TERESA EGYPT, and PATRICIA HOHBEIN by and through their attorneys of record, The Law Offices of Kermitt L. Waters, and for their claims against Defendants CITY OF LAS VEGAS, a political subdivision of the State of Nevada, DAVID ROARK an individual, PRIORITY ONE COMMERCIAL, a Nevada Corporation, CYNTHIA INMAN, an individual, NINYO & MOORE, GEOTECHNICAL CONSULTANTS a California Corporation, GEORGE MORRIS, an individual, CST ENVIRONMENTAL INC., a California Corporation, WEAVER CONSTRUCTION INC., a Nevada Corporation, INDUSTRIAL SUPPORT TECHNOLOGISTS, a California Corporation, LVI ENVIRONMENTAL SERVICES INC., a California Corporation, ALPHA OMEGA STRATEGIES INC., a Nevada Corporation, MICHAEL J. MCDONALD, an individual, DOE HOMEOWNERS' ASSOCIATIONS 1-10, ROE HOMEOWNERS' ASSOCIATION BOARD MEMBERS 1-20, ROE CITY EMPLOYEES 1-20, DOE CORPORATIONS 1-20, and ROE INDIVIDUALS 1-20, complains as follows upon information and belief:

I.

PARTIES

1 At all times relevant herein, Plaintiff THEODORE MORRISON ("Landowner"), was a resident of the State of Nevada and is the owner in fee simple of property situated in the City of Las Vegas, State of Nevada known as APN 138-25-515-009, also known as 1505 Laurelhurst Drive ("Landowner's property" or "Subject property") and owner of all other property rights associated with ownership of Subject property, including but not limited to all ownership rights to those common areas in Decatur Gardens. Landowner is a disabled citizen and therefore on a fixed income.

2 At all times relevant herein, Plaintiff TERESA EGYPT ("Landowner"), was a resident of the State of Nevada and is the owner in fee simple of property situated in the City of Las Vegas, State of Nevada, known as APN 138-25-515-001, also known as 1513 Laurelhurst Drive ("Landowner's property" or "Subject property") and owner of all other property rights associated with ownership of Subject property, including but not limited to all ownership rights to those common areas in Decatur Gardens.

3 At all times relevant herein, Plaintiff PATRICIA HOHBEIN ("Landowner"), was a resident

of the State of Nevada and is the owner in fee simple of property situated in the City of Las Vegas, State of Nevada known as APN 138-25-516-070, also known as 4909 Westmoreland Drive ("Landowner's property" or "subject property") and owner of all other property rights associated with ownership of Subject property, including but not limited to all ownership rights to those common areas in Shalimar Gardens.

4 At all times relevant herein Defendant, CITY OF LAS VEGAS ("the City") was a political subdivision of the State of Nevada and is subject to provisions of the Nevada Revised Statutes, including NRS 342.105, which makes obligatory on The City, all the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 USC §4601-4655, and the regulations adopted pursuant thereto.

5 At all times relevant herein Defendant DAVID ROARK was a resident of the State of Nevada, employed by the City of Las Vegas as Real Estate and Asset Management Manager, and in his actions described herein, acted under color of his authority under State law in deprivation of federal rights. He is sued in his personal capacity and alternatively in his official capacity.

6 At all times relevant herein Defendant PRIORITY ONE COMMERCIAL ("Priority One") was a Nevada Corporation duly formed and doing business in the State of Nevada, and employed by the City of Las Vegas to perform real estate acquisition services.

7 At all times relevant herein Defendant CYNTHIA INMAN was a resident of the State of Nevada, and employed by the City of Las Vegas as a real estate agent and/or broker.

8 At all times relevant herein Defendant NINYO & MOORE, GEOTECHNICAL CONSULTANTs (N&M) was a California Corporation doing business in the State of Nevada, and employed by the City of Las Vegas to perform asbestos abatement services and air monitoring at Decatur and/or Shalimar Gardens.

9 At all times relevant herein Defendant GEORGE MORRIS was a resident of the State of Nevada, and employed by the City of Las Vegas to perform air monitoring, contractor surveillance and visual inspections of the containment area at Decatur and/or Shalimar Gardens.

10 At all times relevant herein Defendant CST ENVIRONMENTAL INC., was a California Corporation doing business in the State of Nevada., and employed by the City of Las Vegas, to

perform asbestos abatement services at Decatur and/or Shalimar Gardens.

11 At all times relevant herein Defendant WEAVER CONSTRUCTION INC., was a Nevada Corporation doing business in the State of Nevada, and employed by the City of Las Vegas to perform Demolition services at Decatur Gardens.

12 At all times relevant herein Defendant INDUSTRIAL SUPPORT TECHNOLOGISTS, was a California Corporation doing business in the State of Nevada, and employed by the City of Las Vegas to perform demolition services at Decatur and/or Shalimar Gardens.

13 At all times relevant herein Defendant LVI ENVIRONMENTAL SERVICES INC., was a California Corporation doing business in the State of Nevada, and employed by the City of Las Vegas to perform asbestos abatement services at Decatur and/or Shalimar Gardens.

14 At all times relevant herein Defendant ALPHA OMEGA STRATEGIES INC., was a Nevada Corporation doing business in the State of Nevada.

15 At all times relevant herein Defendant MICHAEL J. MCDONALD "McDonald" was a resident of the State of Nevada, employed by the City of Las Vegas as a member of the Las Vegas City Council and as President and Treasurer of Alpha-Omega Strategies Inc., and in his actions described herein, acted under color of his authority under State law in deprivation of a federal right. He is sued in his personal capacity and alternatively in his official capacity.

16 That the true names and capacities, whether individual, corporate, associate, or otherwise of Defendants named herein as DOE Homeowners' Associations 1-10, ROE Homeowners' Association Board Members 1-20, and ROE City Employees 1-20 (hereinafter collectively referred to as "HOA") inclusive are unknown to Landowners at this time, who therefore sue said Defendants by fictious names and will ask leave of the Court to amend this Complaint to show the true names and capacities of Defendants when the same are ascertained; that said Defendants are sued as principles; that at all times relevant herein, Defendants HOA were persons, corporations, or other entities whose conduct, either alone or in concert and conspiracy with the aforementioned defendants, either intentionally or with reckless disregard caused the violation of Plaintiffs' civil rights, or committed other tortious acts and/or contractual breaches as described herein.

17 That the true names and capacities, whether individual, corporate, associate, or otherwise of

Defendants named herein as DOE Corporations 1-20 and ROE Individuals 1-20, inclusive are unknown to Landowners at this time, who therefore sue said Defendants by fictious names and will ask leave of the Court to amend this Complaint to show the true names and capacities of Defendants when the same are ascertained; that said Defendants are sued as principles; that at all times relevant herein, Defendants DOE Corporations 1-20 and ROE Individuals 1-20 were persons, corporations, or other entities whose conduct, either alone or in concert and conspiracy with the aforementioned defendants, either intentionally or with reckless disregard caused the violation of Plaintiffs' civil rights, or committed other tortious acts and/or contractual breaches as described herein.

II.

GENERAL ALLEGATIONS

18 On or before November 6, 2002, under the threat of condemnation, the City and/or HOA (hereinafter collectively referred to as "the City"), David Roark and Priority One began to purchase Condominiums in Decatur and Shalimar Gardens located on Laurelhurst Drive and Westmoreland Drive, near the corner of Decatur Boulevard and Vegas Drive, in the City of Las Vegas, State of Nevada (hereinafter "subject area").

19 The subject area is located in Las Vegas City Council Ward One.

20 McDonald was the City Councilman for Ward One from 1999 until 2003.

21 Upon information and belief, McDonald, as Councilman of Ward One, was the driving force behind the City's acquisition of the subject area.

22 Alpha Omega Strategies Inc., has been incorporated in the State of Nevada since 1998, with McDonald as both President and Treasurer.

23 On or before July of 2002, the City and David Roark created an agency agreement with Priority One, whereby Priority One solicited property acquisitions for the City by sending Land Sale Contracts in the mail to all property owners in the subject area.

24 Plaintiffs ("Landowners") declined to accept the City's offered purchase price, provided by Priority One in the above mentioned Land Sale Contracts because they could not relocate for the price the City was offering.

25 As a result, on or about March of 2003, after the Landowners continued to decline the City's

offer, David Roark, along with Priority One's agents Cynthia Inman and her assistant Holly Shayka, attended the homeowners' association meetings of Decatur Gardens. At this meeting, David Roark and Priority One agents announced to the Landowners that if they did not sell their property to the City at that time, the price for the Landowners' property would only start declining.

26 At this point, the City, David Roark and Priority One acting on behalf of the City, started to implement the use of scare tactics to persuade property owners in Decatur and Shalimar Gardens to sell their property to the City.

27 For example, the City, David Roark and Priority One told the Landowners that they, unlike every other property owner in the Las Vegas Valley, were not entitled to the increase in property values that had occurred over the past year, because the Landowners had refused to accept the City's first offer in 2002.

28 Then, the City, David Roark and Priority One, through Holly Shayka, told the Landowners, that it was the Landowners fault for not selling in 2002 and, therefore, the City would not pay the Landowners the current fair market value for the Landowners' property, and would only pay the Landowners the 2002 value for the Subject Properties in violation of Nevada law.

29 In an attempt to reason with the City, the Landowners provided current comparable sales to the City, David Roark and Priority One to illustrate the insufficiency of the City's offer, for the Landowners could not find comparable housing to relocate to for the amount of money the City wanted to pay them for their homes.

30 But the City, David Roark and Priority One still refused to pay the Landowners the current value for their property.

31 Then, on or about January of 2003, the City , David Roark and Priority One told tenants of Decatur and Shalimar Gardens that they had to move out of their rented condominiums or the City and David Roark would kick them out. This willful and wonton behavior by the City (and/or HOA), David Roark and Priority One was a concerted effort to deprive the Landowners of rent profits.

32 This was one of the first of several attempts by the City, David Roark and Priority One, acting as an agent of the City, to create a financial hardship for the Landowners in an effort to force the Landowners to sell their property to the City.

33 Towards the middle or the end of 2003, the City, David Roark and Priority One, as agent of the City, were able to purchase all but six condominiums, in the subject area, at or substantially below fair market value, by threatening to use the City's recognized power of eminent domain. Additionally, the Defendants made other false and misleading statements to the Landowners regarding the ownership of their homes and how the City was going to end up with the property in the end no matter what happened.

34 The Landowners are the only private property owners who remain in Decatur and Shalimar Gardens as the City has acquired all other units under the threat of eminent domain.

35 At this point, the City, David Roark and Priority One told the Landowners, if the Landowners were not going to sell their property to the City, then the City, David Roark and consequently McDonald's company, Alpha Omega Strategies, would just build around the Landowners.

36 Before long and with no resolution of need and necessity the Defendants, collectively or individually, began a systematic campaign to take, damage and destroy the Landowners' property.

37 As owners of property at the subject area the City is bound by the Covenants, Conditions and Restrictions which govern Decatur and Shalimar Gardens ("CC&Rs").

38 Since the City owned a majority of the condominiums in Decatur and Shalimar Gardens, the City and David Roark knowingly, purposely and maliciously abruptly stopped payment of the association dues, in violation of the CC&Rs.

39 This refusal to pay association dues is yet another instance of the City and David Roark causing financial hardship to the Landowners. The Landowners were then forced to carry the entire costs of the insurance, water, sewer, garbage collection, landscape and building maintenance for their entire condominium community, even though the City, David Roark and the Defendant Contractors continued to use said common utilities and services.

40 The City and David Roark knowingly refused to pay their share of the association dues in an attempt to force the remaining landowners to sell their property to the City for less than the properties fair market value.

41 Then, late in the summer of 2003 the Defendants, collectively or individually, purposely, knowingly, and maliciously under the direct supervision of David Roark came to Decatur Gardens

to destroy the Landowners' pool.

42 To no avail, the Landowner's tried to stave off the destruction of their pool, but David Roark had sheriffs present to prevent any protests. The pool was destroyed with a back hoe and then filled in with dirt, under the direct and present supervision of David Roark.

43 All the improvements, including the pool were/are part of the condominium community common elements ("Common Elements") and are held equally between all owners. The City had neither the right nor the permission to take and/or destroy the Landowners' property.

44 By destroying the pool, the Landowners' families were stripped of the ability to enjoy their pool during the hot Las Vegas summers.

45 The Defendants did not stop at the pool, they next began to create a hostile living environment so intolerable that the Landowners would have no other choice but to accept the City's outdated 2002 offer.

46 The Defendants boarded up all the units they owned causing the appearance of an abandoned premises.

47 After leaving the subject area boarded up for an extended period of time, the City then returned with heavy equipment to begin demolishing the subject area, despite the fact that the Landowners still lived in their homes and had ownership rights in the common elements.

48 When the City returned, the Defendants, collectively or individually, purposely and maliciously erected gates and cement blockades that surrounded the Landowners' property in violation of the contractual obligation imposed by the CC&Rs. Defendants' gates prevented the Landowners from leaving or entering their individual buildings. Defendants' gates prevented Landowners from getting to their homes and prevented garbage removal companies from servicing the subject properties. The Landowners were forced to climb over Defendants barbed wire gates to get to their homes.

49 The Defendants' gates also barricaded the Landowners' automobiles for numerous days preventing the Landowners from using their vehicles and causing extreme inconvenience and annoyance.

50 Then Defendants, collectively or individually, purposely, knowingly, and maliciously

destroyed and physically blocked access points, parking spaces and easements to the subject property in violation of the contractual obligations imposed by the CC&Rs.

51 The Defendants also, collectively or individually, purposely, knowingly, and maliciously removed security lights on and around the subject area causing a highly unsafe situation. The Landowners have been forced to install bars and other security devises to protect against the extremely unsafe environment the Defendants have created.

52 Prior to and continuing after February 2004, the Defendants, collectively or individually, purposely, knowingly, and maliciously interfered and tampered with services, including garbage collection, power, and telephone services in an effort to make the Landowners' living conditions so poor that it would force the Landowners to accept the City's low 2002 purchase price.

53 The demolition activities, the Defendants unlawfully undertook, began at 6:30 a.m. and continued until 4:00 p.m.. These activities caused extreme noise consisting of machinery, yelling, and banging in the immediate vicinity of the Landowners' homes. The Landowners were unable to sleep at night in fear for their safety and unable to sleep during the day because of said noise. The Landowners have suffered from stress and exhaustion as a result of Defendants activities, and in one instance resulting in hospitalization.

54 While demolishing the subject area the Defendants, collectively or individually, purposely, knowingly and maliciously left water running in one of the City's condominiums and utilized Decatur Gardens water source for its demolition activities. This caused a drastic increase in Decatur Gardens' water bill, which the Landowners were being forced to carry alone because the City and David Roark refused to pay its share. This was yet another effort to cause financial harm to the Landowners to force the Landowners to accept the City's outdated 2002 offer. The City is responsible for this water bill and should be ordered to pay said bill.

55 While destroying part of the common area, the Defendants, collectively or individually, destroyed a private sprinkler system owned by the Landowner. When Defendants dug up this private sprinkler system, they caused severe flooding which created large pools of water to form around the Landowner's building. Due to the destruction of this sprinkler system the Landowner's trees, plants, and yard have now died.

56 The Defendants, collectively or individually, also removed or destroyed the Landowners' alarm system.

57 Next the City and David Roark attempted to force the Landowners into relocating their utility boxes because the City was planning on demolishing half of the building in which the Landowners lived. Based upon information and belief, the Landowners' building would not have withstood partial demolition. And this proposed relocation would have cost thousands of dollars. This was another attempt by the City and David Roark to cause the Landowners fear, to force them to sell their property to the City for the City's 2002 purchase price. (*See Exhibit 1*)

58 Then, Defendants, collectively or individually, knowingly, intentionally, and maliciously caused the Landowners to go without water, power and telephone services for extended periods of time.

59 Next, Defendants, collectively or individually, in violation of the contractual obligations imposed by the CC&Rs, severed sewer pipers, stacked debris alongside the Landowners' buildings consisting of dirty toilets, mattresses, sinks, stoves and other dangerous remains causing health and safety hazards. These health and safety hazards were not only abhorring to view, but also created a nauseating stench which was intolerable. (*See Exhibit 2*)

60 Then, while gutting the other units, in violation of the CC&Rs, the Defendants, collectively or individually caused large amounts of water to enter, flood, and damage the Landowners' homes.

61 Meanwhile, Defendants, collectively and individually, harassed the Landowners and their family and friends, constantly threatening the Landowners with arrest, simply because the Landowners' were trying to use their own property. Defendant George Morris on numerous occasions threatened to have the Landowners arrested for using their own property.

62 Further, Defendants, collectively and individually, instructed the Landowners' family members and friends that they were not allowed to come into Decatur Gardens, thereby preventing the Landowners from seeing their family and friends.

63 Now everyday the Landowners come home they are fearful that someone has broken into their homes because the Defendants have created an environment that gives the appearance of abandoned property which attracts vagrants and criminals.

64 Vagrants and criminals have entered the City's units, in the Landowners' complex, in the middle of the night and created commotions which caused the Landowners and their families to fear for their lives.

65 As a result, the Landowners can no longer sleep well at night because they are in constant fear for their safety because of the dangerous environment the Defendants have created.

66 Defendants, knowingly, intentionally, and maliciously prevent the Landowners from the quiet use and enjoyment of their property in violation of Clark County Code, Las Vegas City Ordinances, Nevada law and the CC&Rs.

67 Defendants, have caused the Landowners to be in constant and continuous fear of having their homes demolished at any time. (See Exhibit 1)

68 Defendants, collectively or individually, have caused the Landowners to be constantly and continuously in fear for the health and safety of their families because of the dangerous environment created by Defendants. (See Exhibit 2)

69 The City has demolished or gutted the condominiums it owns in Decatur and Shalimar Gardens which is a violation of the CC&Rs for which the Decatur and Shalimar Gardens are governed and the City as an owner is contractually bound.

70 Most recently, the Landowners have been subjected to at least six separate fires which were started in the immediate vicinity of their homes.

71 The Landowners and their families have suffered from breathing and other health problems including severe headaches believed to be a result of the debris, dust, asbestos and other unknown substances placed in the air by the Defendants during the Defendants' demolition of Decatur and Shalimar Gardens.

72 The health and safety hazards created by Defendants prevent the Landowners' children from playing outside. The parents of the Landowners' children's friends would not allow their children to visit the Landowners' children at the subject property, their homes, because of the health and safety hazards created by Defendants.

73 Nor could the Landowners' find babysitters to come to their home and watch their children because of the dangerous environment created by Defendants.

74 The Landowners have suffered and continue to suffer irreparable harm and injury at the hands of the Defendants.

75 On February 16, 2005 the City Council approved an Exclusive Negotiation Agreement to sell the Subject property to McDonald and his company Alpha-Omega Strategies for private development.

76 The City, David Roark and McDonald acted in concert and conspiracy under the color of state law with the intent to remove private citizens from their property at below fair market value in order to resell the assembled property to McDonald's private company Alpha Omega Strategies, Inc.

77 The above actions constitute a conspiracy between all Defendants to deprive the Landowners of their constitutional right to privacy, to be secure in their private property and to receive just compensation.

78 The above actions are illustrative of a common course of conduct by the Defendants, namely the City and David Roark to force the Landowners to accept below fair market value for their property and/or to unlawfully take the Landowners' private property in order to provide said property to a private company for profit.

III.

CAUSES OF ACTION AGAINST THE CITY AND DAVID ROARK

FIRST CLAIM FOR RELIEF

Inverse Condemnation

79 The Landowners repeat and reallege each and every allegation contained within all previous paragraphs and by this reference incorporate the same as if though fully set forth herein.

80 The project for which the City has taken and/or damaged the Landowners' property is not for a public use, but is for private development.

81 The City has no resolution of need and necessity, which is required to take private property.

82 The above-described actions by the City and David Roark amount to an unconstitutional taking of the Landowners' property rights in their Common Elements which are held by the Landowners as an undivided Tenancy in Common.

83 The City's actions in failing to pay just compensation to the Landowners and the unconstitutionally taking of their property are both violations of the United States and Nevada State Constitutions which require a public use and the payment of just compensation.

84 Therefore, the Landowners are compelled to bring this Complaint for the unconstitutional inverse condemnation of their property to recover just compensation for the taking of their property.

85 The requested compensation is in excess of ten thousand dollars ($10,000.00).

SECOND CLAIM FOR RELIEF

Inverse Condemnation

86 The Landowners repeat and reallege each and every allegation contained within all previous paragraphs and by this reference incorporate the same as if though fully set forth herein.

87 The project for which the City has taken and/or damaged the Landowners' property is not for a public use but is for private development.

88 The City has no resolution of need and necessity, which is required to take private property.

89 The above described actions by the City and David Roark amount to an unconstitutional taking and damaging of private property.

90 The City's actions in refusing to pay just compensation to the Landowners and unconstitutionally taking and damaging their property are both violation of the United States and Nevada State Constitutions which require a public use and the payment of just compensation.

91 Therefore, the Landowners are compelled to bring this Complaint for the inverse condemnation of their property to recover just compensation for the damage to their private property.

92 The requested compensation is in excess of Ten Thousand Dollars ($10,000.00).

THIRD CLAIM FOR RELIEF

Attorneys Fees, Costs, Appraisal Fees, and Expert Witness Fees

93 The Landowners repeat and reallege each and every allegation contained within all previous paragraphs and by this reference incorporate the same as if though fully set forth herein.

94 The Landowners have been required to file an inverse condemnation action in order to obtain

just compensation on this federally funded project. Accordingly, the Landowners are entitled to all of their costs, appraisal fees, expert witness fees, and attorney's fees arising from this action.

95 The requested compensation is in excess of ten thousand dollars ($10,000.00).

FOURTH CLAIM FOR RELIEF

Violation of CC&Rs and Breach of Contract

96 The Landowners repeat and reallege each and every allegation contained within all previous paragraphs and by this reference incorporate the same as if though fully set forth herein.

97 As described in more detail above, the actions of the City as property owners in Decatur and Shalimar Gardens in erecting fences, destroying units, demolishing buildings and ravishing the common elements constitutes numerous violations of the contractual obligations imposed by the CC&Rs.

98 As a direct and proximate result of the each and every contractual breach of the CC&Rs, the Landowners have suffered, and will continue to suffer, damages in excess of Ten Thousand Dollars ($10,000.00).

99 Also as a result of the above-described actions, the Landowners have found it necessary to retain the services of legal counsel to prosecute this action and are entitled to reasonable attorney's fees and costs as provided by the CC&Rs.

FIFTH CLAIM FOR RELIEF

Negligence

100 The Landowners repeat and reallege each and every allegation contained within all previous paragraphs and by this reference incorporate the same as if though fully set forth herein.

101 The City owed a duty of ordinary care, to the Landowners, in it maintenance and operation of the Subject property.

102 The City knew or should have known of how the Subject property was being maintained and operated.

103 The City owed a duty of ordinary care in its supervision of David Roark.

104 The City knew or should have known of the actions of David Roark and showed a deliberate indifference to the constitutional rights of the Landowners.

105 As described in the foregoing, these duties were breached by the City.

106 As a direct and proximate result of the above-described conduct, the Landowners have suffered and will continue to suffer damages in excess of Ten Thousand dollars ($10,000.00).

IV.

CAUSES OF ACTION AGAINST ALL DEFENDANTS

SIXTH CLAIM FOR RELIEF

False imprisonment

107 The Landowners repeat and reallege each and every allegation contained within all previous paragraphs and by this reference incorporate the same as if though fully set forth herein.

108 The Defendants caused the Landowners to be bound to an area where the Landowners had no reasonable means of escape. During this time the Landowners were aware of this forced restraint and the Landowners suffered damages as a result.

109 As a direct and proximate result of the above-described unlawful conduct by the Defendants, the Landowners have suffered damages in excess of Ten Thousand Dollars ($10,000.00) including punitive damages.

SEVENTH CLAIM FOR RELIEF

Trespass

110 The Landowners repeat and reallege each and every allegation contained within all previous paragraphs and by this reference incorporate the same as if though fully set forth herein.

111 The Defendants by their own actions as described above physically invaded or have caused a physical invasion of the Landowners' property.

112 The Defendants willfully or negligently caused water to enter and damage the Landowners' property.

113 The Landowners never authorized Defendants, collectively or individually, to enter their

property or to flood or to cause the flooding of their property with water.

114 Accordingly, Defendants, collectively and individually, wrongfully entered or caused an entry onto the Landowners' property and physically occupied the Landowners' property without permission and without authorization from the Landowners, or without notification to the Landowners by the Defendants of the intent to enter or cause water to enter.

115 These actions by Defendants amount to a trespass onto the Landowners' property.

116 This trespass onto the Landowners' property by Defendants has resulted in damages in excess of Ten Thousand ($10,000.00). These damages must be increased three fold for the deliberate trespass onto the Landowners' property by Defendants pursuant to NRS 40.150.

EIGHTH CLAIM FOR RELIEF

Nuisance

117 The Landowners repeat and reallege each and every allegation contained within all previous paragraphs and by this reference incorporate the same as if though fully set forth herein.

118 Defendants by their own actions, as described above, substantially and unreasonably interfered with the Landowners' use and enjoyment of their property for which the Landowners actually possess.

119 These actions by Defendants amount to a private nuisance.

120 As a direct or proximate result of the private nuisance brought to the Landowners' property by Defendants, the Landowners have suffered and will continue to suffer damages in excess of Ten Thousand dollars ($10,000.00.).

NINTH CLAIM FOR RELIEF

Intentional Infliction of Emotional Distress

121 The Landowners repeat and reallege each and every allegation contained within all previous paragraphs and by this reference incorporate the same as if though fully set forth herein.

122 The Defendants purposely, knowingly, and recklessly conducted their activities in an extreme and outrageous fashion and thereby caused severe emotional distress to the Landowners.

123 The above-described actions by all Defendants amounts to an Intentional Infliction of Emotional Distress upon the Landowners and their families.

124 As a direct and proximate result of the Defendants' extreme and outrageous conduct, the Landowners have suffered and continue to suffer damages in excess of Ten Thousand Dollars ($10,000.00).

TENTH CLAIM FOR RELIEF

Negligent Infliction of Emotional Distress

125 The Landowners repeat and reallege each and every allegation contained within all previous paragraphs and by this reference incorporate the same as if though fully set forth herein.

126 The Defendants negligently conducted their activities in an extreme and outrageous fashion that caused physical injury to the Landowners.

127 The above-described actions by all Defendants amounts to a Negligent Infliction of Emotional Distress upon the Landowners and their families.

128 As a direct and proximate result of the Defendants extreme and outrageous conduct, the Landowners have suffered and continue to suffer damages in excess of Ten Thousand Dollars ($10,000.00).

ELEVENTH CLAIM FOR RELIEF

Conversion

129 The Landowners repeat and reallege each and every allegation contained within all previous paragraphs and by this reference incorporate the same as if though fully set forth herein. The Defendants substantially changed, wrongfully appropriated, damaged and/or maliciously destroyed the Landowners' personal property causing great inconvenience.

130 The above-described actions by Defendants amounts to the conversion and/or malicious destruction of the Landowners' personal property.

131 As a direct and proximate result of the Defendants substantially changing, damaging and destroying the Landowners' personal property, the Landowners have suffered and continue to suffer damages in excess of Ten Thousand Dollars ($10,000.00).

TWELFTH CLAIM FOR RELIEF

Injunctive Relief

132 The Landowners repeat and reallege each and every allegation contained within all previous paragraphs and by this reference incorporate the same as if though fully set forth herein.

133 The Landowners have a very strong likelihood of succeeding in this matter on the merits, for the reasons stated herein.

134 The Landowners will be subjected to irreparable harm if Defendants are permitted to continue the malicious actions of destroying and unlawfully occupying the Landowners' real and personal property.

135 Any hardship the City, McDonald and Alpha Omega Strategies may suffer as a result of an injunction is far outweighed by the hardships the Landowners will suffer if an injunction is not granted, for the reasons stated herein.

136 Accordingly, an injunction should be issued preventing Defendants from continuing to take, occupy and destroy the Landowners' real and personal property.

THIRTEENTH CLAIM FOR RELIEF

Violation of Fifth Amendment- 42 U.S.C. §1983

137 The Landowners repeat and reallege each and every allegation set forth above and by this reference incorporate the same as if though fully set forth herein.

138 The Defendants, each of them under color of law, have caused the Landowners to be deprived of their constitutional right to privacy, to be secure in their property and to receive just compensation as guaranteed under the fifth amendment of the United States Constitution, in violation of 42 USC § 1983.

139 As a direct and proximate result of the above-described unlawful conduct, the Landowners have suffered and will continue to suffer damages in excess of Ten Thousand dollars ($10,000.00).

. . .

. . .

. . .

FOURTEENTH CLAIM FOR RELIEF

Violation of Fourteenth Amendment - 42 U.S.C. §1983

140 The Landowners repeat and reallege each and every allegation set forth above and by this reference incorporate the same as if though fully set forth herein.

141 The Defendants, and each of them under color of law, have caused the Landowners to be deprived of their constitutional rights as guaranteed under the Fourteenth Amendment of the United States Constitution, in violation of 42 U.S.C. § 1983.

142 As a direct and proximate result of the above-described unlawful conduct, the Landowners have suffered and will continue to suffer damages in excess of Ten Thousand dollars ($10,000.00).

FIFTEENTH CLAIM FOR RELIEF

Conspiracy to Violate Civil Rights - 42 USCA § 1985

143 The Landowners repeat and reallege each and every allegation set forth above and by this reference incorporate the same as if though fully set forth herein.

144 On or before 2003, Defendants the City, David Roark and McDonald entered into a conspiracy to take and deprive the Landowners of their private property in order to give it to private industry.

145 The foregoing Defendants were assisted in their conspiracy by: Priority One and Cynthia Inman, who told the Landowners their property would be condemned by the City if they did not sell; and Ninyo & Moore, George Morris, CST, Weaver Construction, DOE Corporations and ROE Individuals 1-20, who prevented the Landowners access to and use of their private property and then demolished the Landowners' private property.

146 The object of said conspiracy was to gain possession and/or ownership of the Landowners' private property at a reduced rate and/or without payment of just compensation in order to give said property to private industry.

147 As a direct and proximate result of the above- described unlawful conduct, the Landowners have suffered damages in excess of Ten Thousand dollars ($10,000.00).

. . .

SIXTEENTH CLAIM FOR RELIEF

Civil Conspiracy Under Common Law

148 The Landowners repeat and reallege each and every allegation set forth above and by this reference incorporate the same as if though fully set forth herein.

149 These Defendants, and each of them, by acting in concert, intended to deprive and/or damage the Landowners' property for the purpose of obtaining said property for the City so that the City could provide it to private industry.

150 As a direct and proximate result of the above-described unlawful conduct, the Landowners have suffered and will continue to suffer damages in excess of Ten Thousand Dollars ($10,000.00).

SEVENTEENTH CLAIM FOR RELIEF

Cause of Action for Punitive Damages

151 The Landowners repeat and reallege each and every allegation set forth above and by this reference incorporate the same as if though fully set forth herein.

152 At all relevant times, these Defendants acted with malice against the Landowners, or in conscious disregard of their federally protected rights, warranting the imposition of punitive damages under Nevada law as to the Landowners' Sixth, Eighth, Ninth, Tenth and Sixteenth Claim for Relief, under federal law as to Landowners' Thirteenth, Fourteenth and Fifteenth Claim for Relief.

153 These damages are in excess of Ten Thousand Dollars ($10,000.00).

EIGHTEENTH CLAIM FOR RELIEF

Attorney's Fees, Expert Fees and Cost

154 The Landowners repeat and reallege each and every allegation contained within all previous paragraphs and by this reference incorporate the same as if though fully set forth herein.

155 As a result of the above-described actions, the Landowners have found it necessary to retain the services of legal counsel to prosecute the Landowner's First through Eighteenth Claims for Relief and are, therefore, entitled to reasonable attorney's fees, expert fees and all other costs of litigation.

156 These fees and costs will be in excess of Ten Thousand Dollars ($10,000.00).

WHEREFORE, Plaintiffs pray for:

1) An award of just compensation according to the proof for the taking and damaging

of their property by inverse condemnation;

2) An award for the City's violation of the CC&Rs which govern all property owners in Decatur and Shalimar Gardens;

3) An award for the City's breach of contract;

4) An award for specific performance of the CC&Rs;

5) An award of compensatory damages in an amount to be determined at trial;

6) An award of special damages in an amount to be determined at trial;

7) An award of punitive damages in an amount to be determined at trial;

8) An award for the violations of 42 U.S.C. § 1983;

9) An award for the violation of 42 U.S.C. § 1985;

10 An order instructing the Defendants to pay the outstanding Las Vegas Water District bill for Decatur Gardens;

11) Attorney's fees, litigation costs, and expert fees actually incurred in these actions pursuant to 42 U.S.C. §1988 and any other applicable statute and/or contractual provision;

12) Prejudgment interest commencing from the date the City first took the Landowners' property and/or froze the investment value and the development potential of the Landowners' property;

13) A preferential trial setting pursuant to NRS 37.055;

14) A preliminary and permanent injunction to prevent Defendants from continuing to destroy and occupy the Landowners' real and personal property;

15) Such other relief as this Court deems just and proper.

DATED this 29th day of April, 2005.

LAW OFFICES OF KERMITT L. WATERS

By: [signature]
JAMES J. LEAVITT, Esq.
Nevada Bar No. 6032
AUTUMN L. WATERS, Esq.,
Nevada Bar No. 8917

Attorneys for Plaintiffs

CERTIFICATE OF SERVICE

I hereby certify that I am over the age of 18 and not a party to this action; that I served a copy of the document(s): Third Amended Complaint in Inverse Condemnation. Violation of Covenants. Conditions and Restrictions, Breach of Contract, Negligence, False Imprisonment, Trespass, Nuisance, Intentional Infliction of Emotional Infliction of Emotional Distress, Conversion. Injunctive Relief, Civil Rights Violations, and Conspiracy on the parties set forth below by:

[X] Placing an original or true copy thereof in a sealed envelope placed for collection and mailing the United States mail, at Las Vegas, Nevada, postage prepaid, following ordinary business practices.

[] **Personal delivery**

[] Hand Delivery

[] Facsimile (Fax)

[] Federal Express or other overnight delivery

[] ______________________ Messenger Service

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400 Stewart Aveune, 9th Floor
Las Vegas, Nevada 89101-2986
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Daivd Roark

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Attorneys for Defendants
Priority One Commercial and
Cynthia Inman

EXECUTED this 5th day of May, 2005

Evelyn Washington, an Employee of the
Law Offices of Kermitt L. Waters

Exhibit 1

MAYOR
OSCAR B. GOODMAN

CITY COUNCIL
GARY REESE
(MAYOR PRO-TEM)
LARRY BROWN
LAWRENCE WEEKLY
MICHAEL MACK
JANET MONCRIEF

CITY MANAGER
DOUGLAS A. SELBY

June 17, 2004

CERTIFIED MAIL

Ms. Teresa L. Egypt
1513 Laurelhurst Dr. #1
Las Vegas, NV 89108

RE: Relocation of Electrical Weather Head & Meter Base, Cable, Telephone & Water Service

Dear Ms. Egypt:

This letter is in response to a letter you wrote to Nevada Power, Sprint Telephone, and the Water District pertaining to services for your condominium unit at the above referenced address.

As you are aware, I wrote you a letter on April 26, 2004, notifying you that the building units the City owns would be abated of asbestos and would later be demolished. The electrical, telephone, and cable service that serves your unit is attached to the City's building. I notified you that you would need to make arrangements to have all of these services relocated onto your unit before we begin demolition of our units. You will also need to do whatever is necessary to gain separate water service to your unit.

I am again giving you notification in this letter that the City intends to demolish our buildings. The equipment servicing your building is unfortunately, located on City property. You will need to arrange for the services to the relocated on your own property. If no action is taken within sixty (60) days from the date of this letter, the City will begin the process of relocating these services off our property and the City will pursue legal actions for full reimbursement for all expenses incurred for such relocation and any appropriate attorney or court costs.

Hopefully, you will work with the City to facilitate a smooth transition of these services that are for your use only. If you care to discuss this matter in detail in order to work out an orderly relocation of these utilities, I urge you to give me a call at 229-1021.

Sincerely,

David Roark, Manager
Public Works/Real Estate & Assets

DR

Cc: Mayor Oscar Goodman
Brad Jerbic, City Attorney
NV Power
Cox Communications
Doug Selby, City Manager
John McNellis, Deputy Public Works Director
Sprint
Water District

Egypt 06 17 04

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TTY 702.386.9108
www.ci.las-vegas.nv.us

Exhibit 2

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